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Attorneys for Defendant Wilvin J. Mateo-Hernandez

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF NEW JERSEY**

In re:	Case No.: 23-21840 (RG)
WILVIN J. MATEO-HERNANDEZ, Debtor.	Judge: Hon. Rosemary Gambardella
	Chapter: 13
	Adv. Proc. No.: 24-01173 (RG)
ESTHER WILSON, Plaintiff, vs. WILVIN J. MATEO-HERNANDEZ, Defendant.	ANSWER TO COMPLAINT

Defendant, Wilvin J. Mateo-Hernandez (“Defendant”), by way of Answer to the Complaint of Esther Wilson, (“Plaintiff”), filed herein says:

JURISDICTION AND VENUE

1. Defendant neither admits nor denies the allegation set forth in paragraph one of the Complaint.

2. Defendant neither admits nor denies the allegation set forth in paragraph two of the Complaint.
3. Defendant neither admits nor denies the allegation set forth in paragraph three of the Complaint.
4. Defendant neither admits nor denies the allegation set forth in paragraph four of the Complaint.

BACKGROUND

5. Defendant admits the allegation set forth in paragraph five of the Complaint.
6. Defendant neither admits nor denies the allegation set forth in paragraph six of the Complaint.
7. Defendant denies the allegation set forth in paragraph seven of the Complaint.
8. Defendant neither admits nor denies the allegation set forth in paragraph eight of the Complaint.

THE PARTIES

9. Defendant neither admits nor denies the allegations set forth in paragraph nine of the Complaint and leaves Plaintiff to its proofs.
10. Defendant neither admits nor denies the allegations set forth in paragraph ten of the Complaint and leaves Plaintiff to its proofs.
11. Defendant neither admits nor denies the allegations set forth in paragraph eleven of the Complaint and leaves Plaintiff to its proofs.
12. Defendant neither admits nor denies the allegations set forth in paragraph twelve of the Complaint and leaves Plaintiff to its proofs.
13. Defendant denies the allegation set forth in paragraph thirteen of the Complaint.

14. Defendant denies the allegation set forth in paragraph fourteen of the Complaint.

15. Defendant neither admits nor denies the allegations set forth in paragraph fifteen of the Complaint and leaves Plaintiff to its proofs.

16. Defendant denies the allegation set forth in paragraph sixteen of the Complaint.

17. Defendant denies the allegation set forth in paragraph seventeen of the Complaint.

FIRST COUNT

18. Defendant neither admits nor denies the allegations set forth in paragraph eighteen of the Complaint and leaves Plaintiff to its proofs.

19. Defendant denies the allegation set forth in paragraph nineteen of the Complaint.

20. Defendant denies the allegation set forth in paragraph twenty of the Complaint.

SECOND COUNT

21. Defendant denies the allegation set forth in paragraph twenty-one of the Complaint.

22. Defendant denies the allegation set forth in paragraph twenty-two of the Complaint.

THIRD COUNT

23. Defendant denies the allegation set forth in paragraph twenty-three of the Complaint.

24. Defendant denies the allegation set forth in paragraph twenty-four of the Complaint.

FOURTH COUNT

25. Defendant denies the allegation set forth in paragraph twenty-five of the Complaint.

26. Defendant denies the allegation set forth in paragraph twenty-six of the Complaint.

FIFTH COUNT

27. Defendant denies the allegation set forth in paragraph twenty-seven of the Complaint.

28. Defendant denies the allegation set forth in paragraph twenty-eight of the Complaint.

SIXTH COUNT

29. Defendant denies the allegation set forth in paragraph twenty-nine of the Complaint.

30. Defendant denies the allegation set forth in paragraph thirty of the Complaint.

SEVENTH COUNT

31. Defendant denies the allegation set forth in paragraph thirty-one of the Complaint.

32. Defendant denies the allegation set forth in paragraph thirty-two of the Complaint.

EIGHTH COUNT

33. Defendant denies the allegation set forth in paragraph thirty-three of the Complaint.

34. Defendant denies the allegation set forth in paragraph thirty-four of the Complaint.

NINTH COUNT

35. Defendant denies the allegation set forth in paragraph thirty-five of the Complaint.

WHEREFORE, Defendant, Wilvin J. Mateo-Hernandez, demands judgment against the Plaintiff for dismissal of the Complaint with prejudice, together with costs of suit, attorneys' fees and such other relief as the court deems just and equitable under the circumstances.

SEPARATE DEFENSES

First Separate Defense

The claims set forth in the Complaint fail to state a cause of action upon which relief may be granted.

Second Separate Defense

The relief sought by Plaintiff is barred by the Plaintiff's failure to mitigate damages.

Third Separate Defense

The losses complained of are due to the Plaintiff's own actions and other tortious conduct.

Fourth Separate Defense

The Plaintiff's wrongful conduct bars its claim for relief.

Fifth Separate Defense

The claims set forth in the Complaint are barred by the Doctrine of Waiver.

Sixth Separate Defense

The claims set forth are barred by the Doctrine of Estoppel.

Seventh Separate Defense

The claims set forth are barred by the Doctrine of Laches.

Eighth Separate Defense

There is no factual and/or legal basis to impose liability and/or responsibility upon this Defendant.

Ninth Separate Defense

The Defendant had no fiduciary duty to the Plaintiff.

Tenth Separate Defense

The Plaintiff is barred from recovery due to unclean hands.

Eleventh Separate Defense

Plaintiff seeks to extend responsibility and liability upon the Plaintiff in excess of any judgment entered by the New Jersey Superior Court in favor of Plaintiff and against Defendant. Specifically, the Superior Court did not enter judgment for punitive damages.

Twelfth Separate Defense

The Plaintiff's failure to name known, indispensable parties renders their Complaint flawed and subject to dismissal.

REQUEST FOR STATEMENT OF DAMAGES

Pursuant to Local Civil Rule 8.1, Defendant hereby requests that Plaintiff provide a written statement of all damages claimed in its Complaint against Defendant, within ten (10) days of service hereof.

NORGAARD O'BOYLE
Attorneys for Defendant,
Wilvin J. Mateo-Hernandez

/s/ Karl J. Norgaard, Esq.
Karl J. Norgaard, Esq.

Dated: May 6, 2024

I hereby certify that the within Answer was duly forwarded for filing and service within the time allowed by the Rules.

/s/ Karl J. Norgaard, Esq.
Karl J. Norgaard, Esq.

Dated: May 6, 2024